

TALK TELECOM LTD

SERVICE SCHEDULE FOR MICROSOFT SEAT-BASED SERVICES AND AZURE

Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice which can be found on the Company's Website.

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

1 DEFINITIONS AND INTERPRETATION

1.1 In this service schedule (**Service Schedule**) the following words shall have the following meanings and other defined terms shall have the same meaning as in the Master Services Agreement:

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Microsoft Cloud Services.
Commencement Date	means the date on which Transferring Subscriptions are deemed transferred to the Company pursuant to clause 3.2 and/or the date on which the Company submits an Order to the Distributor pursuant to clause 3.3.
Consumption	means the principle that the Customer will pay for a service based on the amount it actually uses that service.
Customer Account	means the Customer's account on the Distributor's portal;
Customer Data	means all data, including all text, sound, video or image files and software, and which may include Personal Data, that is provided to the Company and/or Microsoft by or on behalf of the Customer or its Authorised Users through use of the Microsoft Cloud Services;
Distributor	means the third party intermediary to whom the Company submits an Order for Microsoft Cloud Services
Existing Subscriptions	means the Customer's current Seat-Based Subscriptions (and associated Seat-Counts) and Azure Subscriptions as at the date of this Service schedule, for which the Company is the Primary Administrator as at the date of this Service schedule;
Master Services Agreement	means the Company's legal terms and conditions, as amended from time to time that apply to this Service Schedule available from this link: https://www.talk-telecom.co.uk/tc2026
Microsoft Cloud Services	Means the following services provided by Microsoft to the Customer under this Service Schedule:

	<p>(a) Seat-Based Subscriptions, including:</p> <ul style="list-style-type: none"> i. the Existing Subscriptions (if any); ii. the Transferred Services (if any); and iii. the Seat-Based Subscriptions (and associated Seat-Counts) Ordered by the Company for the Customer as described in clause 3.3; and <p>(b) Azure Subscriptions including:</p> <ul style="list-style-type: none"> i. the Existing Subscriptions (if any); ii. the Transferred Services (if any); and iii. all Azure Subscriptions Ordered by the Company for the Customer as described in clause 7.3 above and all consumption of Azure Subscriptions by the Customer in relation to those Azure Subscriptions, <p>as recorded in the Customer Account, and includes in each case (to the extent that the context permits), all renewals of subscriptions in accordance with this Service Schedule;</p>
Minimum Term	means the minimum term for the relevant Microsoft Cloud Service as set out on the Order Form;
Order	<p>means, as applicable:</p> <ul style="list-style-type: none"> (a) an order for Microsoft seat-based services made by the Company to the relevant Distributor following receipt of and in accordance with an Order Request from the Customer (as described in clause 3.3) and an Order Form; (b) an order for Microsoft Azure Subscriptions made by the Company to the relevant Distributor following receipt of and in accordance with an Order Request from the Customer (as described in clause 6.3) and an Order Form, <p>and “Ordered” has a corresponding meaning;</p>
Order Request	means an order request made by the Customer as described in clause 3.3 (in the case of Seat-Based Subscriptions) or clause 6.3 (in the case of Azure Subscriptions), as applicable;
Primary Administrator	means that the Company has administrator privileges in respect of the Microsoft Cloud Services (and, in the case of Seat-Based Subscriptions, the associated Seat-Counts), as described in the Microsoft Customer Agreement;

Renewal	means the renewal of a Seat-Based Subscription as described under clause 5 (and applicable Seat Count, for the nominated term), or renewal of an Azure Subscription as described under clause 7.2 for a Subsequent Term (whether occurring via auto-renewal or scheduled changes);
Renewal Commencement	means the time at which the term of the Renewal commences;
Seat-Count	means the number of licences of a particular Subscription type whether the intended or actual use is for an Authorised User to access or use the Microsoft Cloud Services or for any other purpose;
Seat-Based Subscription	means a specific type of Microsoft seat-based cloud service and its specified subscription period;
Software	the online software applications and/or installed applications provided as part of the Microsoft Cloud Services;
Subscription (Azure) or Azure Subscription	means a specific type of Microsoft Azure subscription and related attributes of that subscription;
Subscription Term	Minimum Term together with any Subsequent Terms.
Subsequent Term	means the applicable term after the Minimum Term for the relevant Microsoft Cloud Service, as set out in the relevant Microsoft terms that apply to that service;
Transferred Subscriptions	Means the Seat-Based Subscriptions (and associated Seat-Counts) and/or Azure Subscriptions that were purchased for the Customer by another partner and that, with the Customer's authorisation, have transferred to the Company pursuant to clause 3.2 (Seat-Based Subscriptions) and clause 6.2 (Azure Subscriptions) (so that, following the transfer, the Company is the Primary Administrator for those subscriptions).

2 MASTER SERVICES AGREEMENT

- 2.1 This Service Schedule incorporates the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule shall prevail.
- 2.2 Expressions defined in the Master Services Agreement and used in this Service Schedule have the meaning set out in the Master Services Agreement unless otherwise defined. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3 The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given, or which has been made or given on the Company's behalf which is not set out in the Agreement.

2.4 The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 SEAT-BASED SUBSCRIPTIONS – SUBSCRIPTIONS AND ORDERING

<p>3.1 Existing subscriptions</p>	<p>A list of the Customer’s existing Seat-Based Subscriptions for which the Company is the Primary Administrator is available on request from the Company.</p> <p>In respect of Existing Subscriptions, the Agreement will supersede the prior contract (if any and whether in writing or not) between the Company and the Customer.</p>
<p>3.2 Transferring Subscriptions from another Microsoft partner</p>	<p>If there are any Transferring Subscriptions (seat-based), they will be transferred to the Company, so that the Company is the Primary Administrator for those Transferring Subscriptions, at the timing specified below:</p> <p>(a) promptly following the date that this Service Schedule comes into effect, except where clause 3.2(b) below applies;</p> <p>(b) on expiry of the current fixed term subscription period applicable to the Transferring Subscriptions, if Microsoft policies prevent the transfer prior to such expiry date.</p>
<p>3.3 New Orders: Additional Subscriptions and seat-counts</p>	<p>The Customer authorises the Company to purchase Seat-Based Subscriptions, or to increase the Seat-Count of Existing Seat-Based Subscriptions for and on behalf of the Customer, by the Company placing an Order with the Distributor. All Order Requests and Orders are made subject to the Agreement.</p> <p>Subject to the Company’s acceptance of the Customer’s Order Form pursuant to the Master Services Agreement, the Company will place Orders for and on behalf of the Customer on receipt by the Company of an Order Request. An Order Request is made by the Customer when:</p> <p>(a) the Order Request is issued in writing by the Customer which:</p> <ul style="list-style-type: none"> - specifies the Seat-Based Subscription type, - specifies the Seat-Count required, - specifies the Minimum Term, or mix of Minimum Terms (if applicable) required for the Seat-Based Subscriptions from the available Minimum Term options (which may include monthly, annual or 36 months, or a mix of these Minimum Term options,

	<p>depending on when the Order Request is made and the Seat-Based Subscription type required),</p> <ul style="list-style-type: none">- includes any other information reasonably required by the Company; and <p>(b) on receipt of the Order Form, the Customer signs the Order Form issued by the Company for supply of Seat-Based Subscription(s) and returns this to the Company in and manner and within the timeframe specified by the Company (if any) or as otherwise stipulated under the Agreement.</p> <p>The Order Form will be issued by the Company within a reasonable timeframe of receiving the information required from the Customer under clause 3.3(a) above. For the avoidance of doubt, the Customer is responsible for ensuring that all information in the Order Form is complete and accurate.</p>
<p>3.4 Cancellation within Cancellation Window following Order Forms or Renewal Commencement</p>	<p><u>When Microsoft cancellation policy applies</u></p> <p>For Orders and Renewals for which Microsoft policies permit cancellation within seven days following the Commencement Date or Renewal Commencement (as applicable):</p> <ul style="list-style-type: none">(a) The Customer may request the Company to cancel the Order in respect of Seat-Based Subscriptions (or part of the Order) or Renewal (or part of the Renewal) (as applicable) by giving written notification to the Company within three Working Days of the Order being placed by the Company with the Distributor or the Renewal Commencement (as applicable), provided that the Customer's written notification must be received by the Company during Working Hours. The Customer acknowledges that this three day timeframe is required due to the seven day timeframe permitted by Microsoft and the processes to be followed by the Company for the Order or Renewal (as applicable) to be cancelled.(b) If a cancellation request is made by the Customer in accordance with 3.4(a) above, the Company will use its reasonable endeavours to process the cancellation so that the cancellation occurs within the seven day time frame permitted by Microsoft.(c) Where Microsoft receives the cancellation request within Microsoft's seven-day cancellation window, the Customer will receive a pro-rata credit for the remainder of the Subscription Term of the relevant Subscriptions and Seat-Count, based on Microsoft's policies (with the Customer being required to pay for the Subscriptions and applicable Seat-Count for the period from Order or Renewal (as applicable) up until the date of cancellation).

When Microsoft cancellation policy does not apply

For some Orders and Renewals, the Microsoft seven day cancellation policy does not apply. If the Customer requests a cancellation in respect of an Order or Renewal and the Microsoft cancellation policy does not apply to that Order or Renewal, the Company will not be able to process the cancellation and will notify the Customer accordingly.

The Company will, on request from the Customer, provide further details about when Microsoft's cancellation policy applies and when it does not.

4 SEAT-BASED SUBSCRIPTIONS - TERM OF SUBSCRIPTIONS

4.1 Subscription Term and seat-count commitment

The Customer acknowledges and agrees that:

- (a) the Company will place Orders for Seat-Based Subscriptions for and on behalf of the Customer:
 - i. for the Minimum Term applicable to each Seat-Based Subscription terms (where applicable); and
 - ii. for the Seat-Count,as set out in the Order Form; and
- (b) except where cancellation is available and an Order, or part of an Order, is cancelled in accordance with clause 3.4 above:
 - i. the Minimum Term(s) of the Seat-Based Subscription in each case cannot be reduced; and
 - ii. the Seat-Based Subscriptions cannot be suspended by the Customer without ongoing payment for the full Minimum Term, or Subsequent Term (as applicable) of the Subscriptions in accordance with this Service Schedule, ; and
 - iii. the Seat-Count can be increased but cannot be decreased during the Minimum Term applicable to each Seat-Based Subscription.

5 SEAT-BASED SUBSCRIPTIONS - RENEWALS

5.1 Auto-renewal of subscriptions

- (a) Except as described in clause 5.1(b) and in 5.2 below and except for any applicable price increase or other changes implemented by Microsoft and subject to clause 5.3, on expiry of the Minimum Term of a Seat-Based Subscription, the Seat-Based Subscription will auto-renew for a Subsequent Term for the same duration and the Seat Count and otherwise on the same basis as the preceding Minimum Term or Subsequent Term (as the case may be).

	<p>(b) The Customer shall notify the Company prior to the expiry of the Minimum Term or any Subsequent Term (as the case may be) if it no longer requires a Seat-Based Subscription, or if it wishes to change to an alternative subscription or increase or decrease the Seat-Count for a Seat-Based Subscription. Any such notification must be in writing, or otherwise issued to the Company in the format requested by the Company, and must be received by the Company no less than 30 days prior to expiry of the Minimum Term or any Subsequent Term (as the case may be) or by the date specified by the Company in any written notification to the Customer.</p>
<p>5.2 Scheduled Subscription changes on renewal</p>	<p>When scheduling of Seat-Based Subscription changes is available (as notified by the Company), the Company will schedule the Seat-Based Subscription changes requested by the Customer (to be requested as described below), and the changes will take effect for the Subsequent Term or Subsequent Terms (as applicable) of the Seat-Based Subscription and, subject to clause 5.1 above and this clause 5.2, for any further Subsequent Term (or Subsequent Terms as applicable).</p> <p>When scheduling of Seat-Based Subscription changes is available (as notified by the Company), the Customer may notify the Company in writing or in the manner otherwise required by the Company, for the upcoming Subsequent Term or mix of Subsequent Terms (as applicable) as to any required changes to:</p> <ul style="list-style-type: none">(a) the existing Seat-Count for a Seat-Based Subscription;(b) the Seat-Based Subscription type;(c) the Subsequent Term or mix of Subsequent Terms to apply (if applicable), <p>or any other available changes (as applicable).</p> <p>The Customer shall accept the Order Form issued by the Company for the Seat-Base Subscription changes and return this to the Company in within the timeframe specified by the Company (if any) or as otherwise stipulated under the Agreement.</p> <p>The Order Form will be issued by the Company within a reasonable timeframe of receiving the information required from the Customer above. For the avoidance of doubt, the Customer is responsible for ensuring that all information in the Order Form is complete and accurate.</p> <p>In the absence of changes being scheduled as described in this clause 5.2, the auto-renewal process in clause 5.1 automatically applies on the same Seat-Based Subscription</p>

		terms that applied during the preceding Minimum Term or Subsequent Term (as the case may be).
5.3	Cancellation of Renewal within Cancellation Window	A Renewal or part of the Renewal (as applicable) will not continue for the full duration of the Subsequent Term where the Seat-Based Subscription is cancelled in accordance with clause above.

6 AZURE SUBSCRIPTIONS – SUBSCRIPTIONS AND ORDERING

6.1	Existing subscriptions	<p>A list of the Customer's existing Azure Subscriptions for which the Company is the Primary Administrator is available on request from the Company.</p> <p>In respect of Existing Subscriptions, the Agreement supersedes the prior contract (if any and whether in writing or not) between the Company and the Customer.</p>
6.2	Transferring Subscriptions from another Microsoft partner	<p>If there are any Transferring Subscriptions (Azure) they be transferred to the Company, so that the Company is the Primary Administrator for those Azure Subscriptions, at the timing specified below:</p> <p>(a) promptly following the date that this Service Schedule comes into effect, except where clause 6.2(b) below applies;</p> <p>(b) on expiry of the current fixed term subscription period applicable to those Transferring Subscriptions, if Microsoft policies prevent the transfer prior to such expiry date.</p>
6.3	New Order Forms: Azure Subscriptions & consumption	<p>The Customer authorises the Company to purchase Azure Subscriptions for and on behalf of the Customer, on a consumption or user basis depending on the specific Azure Subscription required, by the Company placing an Order with the Distributor. All Order Requests and Orders are made subject to the Agreement.</p> <p>Subject to the Company's acceptance of the Customer's signed Order Form pursuant to the Master Services Agreement, the Company will place Orders for and on behalf of the Customer on receipt by the Company of an Order Request. An Order Request is made by the Customer when:</p> <p>(a) the Order Request is issued in writing by the Customer which :</p> <ul style="list-style-type: none"> - specifies the type of Azure Subscription, and

	<ul style="list-style-type: none"> - includes any other information reasonably required by the Company; and <p>(b) the Customer signs the Order Form issued by the Company for supply of Azure Subscription(s) and returns this to the Company in and manner and within the timeframe specified by the Company (if any) or as otherwise stipulated under the Agreement.</p> <p>The Customer may consume the resources within each Consumption-based subscription as it requires, and the Customer acknowledges that all activity is recorded in the Customer Account.</p> <p>Customer is responsible for:</p> <ul style="list-style-type: none"> - all Azure Subscriptions, - all Consumption of Azure Subscriptions, <p>recorded on the Customer Account, including where the Customer has authorised the Company or any third party to act on its behalf in relation to the Azure Subscriptions and/or related Consumption.</p>
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7 TERM OF SUBSCRIPTIONS: MICROSOFT AZURE SUBSCRIPTIONS

7.1	Azure Subscription Minimum Term:	As defined in the Order Form.
7.2	Azure Subscription Renewals	<p>Azure Subscription Renewals: the Agreement will automatically renew for a new Subsequent Term, which shall be same duration as the Minimum Term or Subsequent Term (as the case may be) on the expiry of the Minimum Term or each Subsequent Term (as the case may be);</p> <p>Ending automatic renewals: Customer must notify Company in writing not less than 30 days prior to expiration of the Minimum Term or Subsequent Term (as applicable) if the Customer does not want the Agreement to automatically renew pursuant to this clause 7.2.</p>

8 BASIS OF SUPPLY

8.1	Basis of Supply – Microsoft Customer Agreement	<p>Microsoft Cloud Services are Ordered and provisioned by the Company for and on behalf of the Customer subject to the Agreement and the applicable Microsoft Customer Agreement.</p> <p>The Microsoft Customer Agreement applicable to the Customer is here: https://www.microsoft.com/licensing/docs/customeragreement</p> <p>The Microsoft Customer Agreement is an agreement between Microsoft and the Customer and includes General Terms, Use Rights, SLAs (service level agreements) and any additional terms Microsoft presents when an Order Form is placed (the terms 'General Terms', 'Use Rights' and 'SLA' are defined in the Microsoft Customer Agreement).</p> <p>It is the Customer's responsibility to ensure that the Microsoft Cloud Services meet the Customer's requirements.</p>
8.2	Receipt of Microsoft Customer Agreement	<p>By authorising the Company to place Orders for Microsoft Cloud Services for the Customer, the Customer confirms:</p> <ul style="list-style-type: none"> - its acceptance of the Microsoft Customer Agreement; - that the Company is authorised by the Customer to confirm the Customer's acceptance of the Microsoft Customer Agreement on behalf of the Customer. If required by the Company, the Customer will confirm its acceptance of the Microsoft Customer Agreement in writing; <p>The Customer acknowledges that the Company is not permitted to revise the Microsoft Customer Agreement in any way, or negotiate the terms of the Microsoft Customer Agreement for or on behalf of the Customer.</p>
8.3	Subscription Renewals and Microsoft Customer Agreement	<p>If Microsoft updates the Microsoft Customer Agreement the Customer must accept the new Microsoft Customer Agreement at or before Renewal of the applicable Microsoft Cloud Services. The updated Microsoft Customer Agreement (if any) will be available at the above link or will be made available to the Customer prior to the relevant Microsoft Cloud Services Renewal. On Renewal of the relevant Microsoft Cloud Services, the Customer is deemed to have accepted the updated Microsoft Customer Agreement.</p>

9 PRICING AND PAYMENT

9.1	Charges	<p>The Charges will be in accordance with the applicable Order Form accepted by the Customer or as otherwise payable by the Customer pursuant to the Agreement.</p>
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9.2	Payment amounts	Charges will be based on Customer Subscriptions and Seat-Counts (in the case of Seat-Based Subscriptions) and Consumption (in the case of Azure Subscriptions) as recorded on the Customer Account, and where applicable, the Order Form. Pro-rata credits under clause 3.4(c) apply where applicable.
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10 ORDER OF PRECEDENCE

10.1	Order of precedence	Refer to the Master Services Agreement.
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11 MICROSOFT CUSTOMER ACCOUNT

11.1 For the purposes of this Service Schedule, the Customer is responsible for all activity in the Customer Account for the Microsoft Cloud Services including without limitation all any associated seat-count and/or consumption of Microsoft Azure Subscriptions.

11.2 The Company has no obligation, under the Agreement, to supervise, monitor or in any way check the Customer's use of Microsoft Cloud Services or Seat-Count (or suitability of the Microsoft Cloud Services or Seat-Count requested by the Customer) or the Customer's Consumption of Azure Subscriptions.

12 COMPANY ADMINISTRATOR ACCESS

12.1 The Customer acknowledges and agrees that:

- (a) once the Agreement comes into effect pursuant to the Master Services Agreement, the Customer will receive a link from the Company at which point the Customer is required to access the link and confirm the Company as being its reseller of the Microsoft Cloud Services (unless this has already occurred);
- (b) the Company and the Distributor will (following (a) above):
 - i. be the Primary Administrator of the Microsoft Cloud Services for the Customer for the Subscription Term (unless this has already occurred); and
 - ii. have administrative privileges and access to Customer Data and administrator data;
- (c) the Customer may at any time request additional administrator privileges from the Company;
- (d) the Customer can, at its sole discretion and at any time during the Subscription Term, terminate the Company's and the Distributor's administrative privileges, provided that any such termination under this clause does not alter the Customer's payment obligations under the Agreement and will impact the support available to the Customer in respect of the Microsoft Cloud Services; and

- (e) the Customer appoints the Company and the Distributor as its agent for the purposes of interfacing with and providing instructions to Microsoft for the purposes of this Service Schedule.

13 SUBSCRIPTIONS TO MICROSOFT CLOUD SERVICES

- 13.1 Nothing under the Agreement alters the rights and obligations of the Customer or Microsoft under the Microsoft Customer Agreement between Microsoft and the Customer which is accepted by the Customer (as described in clause 8 above) in respect of all Microsoft Cloud Services.
- 13.2 The Customer acknowledges and agrees that Microsoft may send direct communications to the Customer related to the terms of the Microsoft Customer Agreement or the operation or delivery of the Microsoft Cloud Services.

14 SUPPORT FOR MICROSOFT CLOUD SERVICES

- 14.1 Subject to clauses 13.2, 14.3 and 14.5, the Company is the Customer's point of contact for the Customer for all operational and technical support questions related to the Microsoft Cloud Services.
- 14.2 The Company's support policies, support hours, incident response time and service levels are described in a separate agreement between the Company and Customer.
- 14.3 If the Customer considers that it has a claim on the SLA (the 'SLA' being the service level commitments made by Microsoft to the Customer in respect of the Microsoft Cloud Services), the Customer must submit the claim to Microsoft in accordance with the Microsoft Customer Agreement and notify the Company in order for any applicable service credit to be channelled back through the Company and applied to the Customer's account with the Company.
- 14.4 The Customer must provide the Company with all supporting documentation evidencing Microsoft's authorisation of any service credit under 14.3 on request.
- 14.5 The Customer acknowledges that the Company cannot remedy, and has no obligation to seek to remedy, any defect or purported defect in the Microsoft Cloud Services that may be identified by the Customer and that the remedy (if any) that the Customer may have in relation to such defects is contained in and subject to the Customer's applicable Microsoft Customer Agreement.

15 ADJUSTMENTS TO SUBSCRIPTIONS

- 15.1 The Customer may increase the quantity of its fixed term subscriptions to Microsoft Cloud Services during the applicable Subscription Term by requesting the Company to make the adjustment or by making an adjustment itself. These increase adjustments will result in increased Charges.

16 PRICING AND PAYMENT

- 16.1 The Customer will pay all invoices issued by the Company to the Customer under the Agreement in full, without setoff, counterclaim or deduction of any kind, on or before the due date.
- 16.2 Without limiting the reasons that the Company may decline a disputed invoice claim, a claim by a Customer that any Microsoft Cloud Services or that the specified Seat-Count or any

part of it added to the Customer Account was not needed and/or not used by the Customer, or that use of Azure Subscription was unintentional or inadvertent, will not relieve the Customer from its obligation to pay the applicable Charges the Microsoft Cloud Services or specified Seat-Count or Azure subscriptions/consumption (as applicable) and will not provide a reason for validly disputing an invoice.

- 16.3 Without the Company waiving any other right or remedy it may have under the Agreement (including its rights under the Master Services Agreement), if any amount due is not paid by the Customer by the due date, the Company may suspend the relevant Microsoft Cloud Services (such that the Customer will not have access to those services) and/or decline to place any additional Order for the Customer and/or may suspend delivery of services to the Customer under any other agreement between the Company and the Customer, until the outstanding amount is paid in full provided that any suspension of Microsoft Cloud Services under this clause 16.3(a) does not in any way suspend or alter the Customer's obligation to pay for the relevant Microsoft Cloud Services for the full Subscription Term of the relevant subscription(s) for the full Seat-Count recorded in the Customer Account (in the case of Seat-based Subscriptions) and for all Azure consumption. The Company will give 10 Working Days' notice in writing of its intention to suspend Microsoft Cloud Services under this clause 16.3.

17 CUSTOMER DATA

- 17.1 Subject to clause 17.2, the Company may collect, use, transfer, disclose, and otherwise process the Customer Data as required in its performance of the Agreement.
- 17.2 The Company will only access the Customer Data and disclose the Customer Data to law enforcement or government authorities to the extent required by law. If a request for Customer Data is made by a law enforcement agency or government authority (directly or through Microsoft or the applicable third party vendor), the Company will redirect the request to the Customer or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, the Company will notify the Customer of the request as soon as practically possible.
- 17.3 The Customer will, as and to the extent required by law, notify Authorised Users of the Microsoft Cloud Services, that their data may be disclosed to law enforcement or other government authorities (if a request is made by law enforcement or other government authorities). It is the Customer's responsibility to obtain consent from Authorised Users to the potential for disclosure under the Agreement.
- 17.4 The Customer consents to:
- (a) Microsoft providing the Company and the Distributor with Customer Data and information that the Customer provides to Microsoft for the purposes of the Company and the Distributor ordering, provisioning and administering the Microsoft Cloud Services; and
 - (b) the Company providing the Distributor and Microsoft with Customer Data and information that Microsoft or Distributor require for the purpose of fulfilling an Order and provisioning and administering the Microsoft Cloud Services.

18 PERSONAL DATA AND DATA PROTECTION

- 18.1 Refer to the 'Personal Data and Data Protection' provisions in the Master Services Agreement

18.2 The Customer acknowledges that Processing of Personal Data by Microsoft is addressed in the Microsoft Customer Agreement.

18.3 The Customer acknowledges that the obligations that Microsoft may have in respect of a Personal Data Breach, where applicable, are addressed in the Microsoft Customer Agreement.

19 INTELLECTUAL PROPERTY

19.1 Refer to the Microsoft Customer Agreement for intellectual property terms relating to the Microsoft Cloud Services.

20 NO WARRANTIES

20.1 To the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability) implied by legislation or otherwise relating to the Microsoft Cloud Services, are excluded by the Company.

20.2 The Company does not warrant that:

- (a) the Customer's use of the Microsoft Cloud Services will be uninterrupted or error-free;
- (b) the Microsoft Cloud Services and/or the information obtained by the Customer through the Microsoft Cloud Services will meet the Customer's requirements; or
- (c) the Microsoft Cloud Services will be free from any Vulnerability or Virus.

21 WARRANTY POSITION FOR CLOUD SERVICES

21.1 The Company will use reasonable endeavours to assist the Customer to deal with Microsoft (via the Distributor where applicable) on any warranty claims in respect of the Microsoft Cloud Services.

21.2 Subject to clause 13 and clause 20.1, the Company has no obligations in respect of defects, support requirements or otherwise for the Microsoft Cloud Services including without limitation that in the event of any defect or failure of the Microsoft Cloud Services the Company has no obligation to provide any interim hardware, software, other equipment or remedial service.

22 CONSEQUENCES OF TERMINATION

22.1 On termination of the Agreement:

- (a) the Customer shall immediately cease all use of all Microsoft Cloud Services;
- (b) where the Customer has unexpired Subscriptions for Microsoft Cloud Services, the Customer will pay the Company for the full fixed term (excluding any Subsequent Term to which the Customer is not yet contractually committed under this Service Schedule); and

- (c) the Customer will pay for all consumption of Azure Subscriptions up until the date of termination and, notwithstanding termination of the Agreement, for any subsequent consumption recorded on the Customer Account.
- 22.2 On termination of the Agreement, the Company will issue invoices to the Customer for all Charges for which no invoice has yet been issued and all such invoices will be due seven days following the date of the invoice. Invoices issued prior to the date of termination will remain due in accordance with the terms of the invoice.
- 22.3 On termination of a subscription the Customer will have 30 days to migrate any Customer Data to either a new subscription or some other service under the Microsoft Customer Agreement. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data.

23 LIABILITY

- 23.1 As a reseller, in no event is the Company liable to the Customer for the Microsoft Cloud Services, including without limitation in terms of performance, non-performance, availability, non-availability, compliance or non-compliance with specifications of the Microsoft Cloud Services or otherwise. Any right or remedy that the Customer may have in relation to the Microsoft Cloud Services is included or referenced in the Microsoft Customer Agreement. To the extent permitted by law, in no event is the Company liable to the Customer for performing in accordance with this Service Schedule and performing its role as a Microsoft reseller, in accordance with the Microsoft Customer Agreement, including without limitation the rights made available by Microsoft for its resellers and further including without limitation the rights in relation to cancellation of Order and Renewals and the Company's rights of suspension of the Microsoft Cloud Services under this Service Schedule.

24 CUSTOMER OBLIGATIONS

- 24.1 The Customer shall not:
 - (a) access all or any part of the Microsoft Cloud Services in order to build a product or service which competes with the Microsoft Cloud Services; or
 - (b) attempt to obtain, or assist third parties in obtaining, access to the Microsoft Cloud Services, other than as permitted under this Service Schedule.
- 24.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Microsoft Cloud Services and, in the event of any such unauthorised access or use, promptly notify the Company.
- 24.3 The rights provided under this Service Schedule are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 24.4 The Customer shall:
 - (a) ensure that the Authorised Users use the Microsoft Cloud Services in accordance with the terms of this Service Schedule and shall be responsible for any Authorised User's breach of this Service Schedule; and
 - (b) ensure that its network and systems comply with the relevant specifications required for the provision of Microsoft Cloud Services.